

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

AT&T CORP.,  
a New York corporation,

Plaintiff,

v.

GOODMAN NETWORKS INCORPORATED,  
a Texas domestic for-profit corporation,

Defendant.

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Civil Action No.:

**COMPLAINT FOR BREACH OF CONTRACT AND  
QUANTUM MERUIT/UNJUST ENRICHMENT**

The Plaintiff, AT&T Corp. (“Plaintiff” or “AT&T”), by and through its undersigned counsel, for its Complaint against Defendant, Goodman Networks Incorporated (“Defendant” or “Goodman”) complains and alleges as follows:

**JURISDICTION AND VENUE**

1. Plaintiff AT&T Corp. is a corporation organized and existing under the laws of the state of New York, with its principal place of business located at One AT&T Way, Bedminster, New Jersey 07921.

2. Upon information and belief, Goodman Networks Incorporated is a domestic for-profit corporation organized and existing under laws of the state of Texas, with its principal place of business located at 2801 Network Boulevard, Suite 300 in Collin County, Frisco, Texas 75034-1881.

3. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a), in that the matter in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs, and is between parties that are citizens of different states.

4. Venue is proper under 28 U.S.C. § 1391(b), in that the Defendant has and is conducting business in this judicial district and/or the telecommunication services at issue were provided to Defendant in this judicial district.

### **GENERAL ALLEGATIONS**

5. Goodman entered into written agreements with AT&T in 2009 and December 2017 for services (Contract Ids. 20090415-0055, 115207UA, 20200219-9512, 4030621, and 20200728-6064) (the “Contracts”), specifically, the Contracts identified below:

- a. Master Agreement dated April 15, 2009;
- b. AT&T Business Network Service Pricing Schedule and Attachment A dated February 20, 2020;
- c. AT&T Business Network Service Amended and Restated Pricing Schedule and Attachment A dated July 29, 2020; and
- d. AT&T Business Services Agreement dated July 1, 2017.

6. AT&T is a provider of dedicated internet, bandwidth services, high-speed internet, long-distance, local and intrastate services, switched Ethernet service, and other telecommunication services (the “Services”).

7. This dispute appears to arise out of the Contracts.

8. AT&T provided Services to Goodman under account numbers 171 796 8715 618, 214 436 4185 686 and 8002 8038 505 (the “Accounts”).

9. The terms and conditions of the Contracts governed the provisioning of the Services to Goodman.

10. AT&T provided the Services to Goodman and billed Goodman for the Services.

11. Goodman has failed to pay all amounts due including but not limited to, amounts due for the Services and other charges which exceed \$1,224,888.49.

12. AT&T has demanded payment for the Services provided to Goodman but has received no part of the \$1,224,888.49 principal amount due and owing.

13. Pursuant to the Contracts, Goodman must pay for the Services and must pay all applicable fees and charges including without limitation, termination fees, late fees, interest, attorney fees and costs.

**FIRST CAUSE OF ACTION  
(Breach of Contract)**

14. AT&T incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1 through 13 above.

15. Goodman's refusal and failure to pay amounts due and owing for the Services, as set forth above, constitutes a breach of the Contracts.

16. AT&T performed all of its obligations under the Contracts.

17. As a result of Goodman's breach of the Contracts, AT&T has suffered damages in the amount to be determined at trial, which is not less than \$1,224,888.49.

18. Goodman has failed to pay all amounts due under the Accounts.

19. The principal unpaid amount due under the Accounts is \$1,224,888.49.

20. AT&T has demanded payment in full for the Services provided to Goodman, but has received no part of the \$1,224,888.49 principal amount due and owing.

21. AT&T is entitled to all amounts owed under the Contracts including, but not limited to, the principal amount of at least \$1,224,888.49, plus pre-and post-judgment interest at the rate 1.5% per month (18% per annum), or the maximum allowed by law; plus all costs including attorney fees.

**SECOND CAUSE OF ACTION  
(Quantum Meruit/Unjust Enrichment)**

22. AT&T incorporates by reference as if fully set forth herein, the allegations contained in paragraphs 1-4, 6, 8, 10 through 12, and 18 through 20, above.

23. AT&T provided the Services to Goodman under the Accounts.

24. The Services were provided by AT&T with the reasonable expectation that AT&T would be paid for the Services.

25. Goodman requested, accepted, and utilized the Services expecting to pay for them or under such circumstances that it knew, or as a reasonable organization should have known, that AT&T expected to be paid.

26. By failing to pay AT&T the sums owed, Goodman was unjustly enriched and is indebted to AT&T under the theory of *quantum meruit* or unjust enrichment in an amount to be determined at trial, but no less than \$1,224,888.49.

**CLAIM FOR RELIEF**

WHEREFORE, Plaintiff, AT&T Corp. respectfully requests that the Court enter judgment in its favor and against Defendant Goodman as set forth below:

a. On its First Claim for Relief, for amounts due and owing under the Contracts including, but not limited to, \$1,224,888.49 in unpaid charges, shortfalls, taxes, and fees, as well

as interest at the contract rate of 1.5% per month (18% *per annum*), or the maximum rate allowed by law, attorney fees and other costs pursuant to the Contracts;

b. In the alternative, on its Second Claim for Relief, for amounts due and owing for Services provided to Goodman in an amount not less than \$1,224,888.49;

c. On all claims, for interest, costs, and attorney's fees as allowed by law; and

d. For such other and further relief as the Court may seem appropriate under the circumstances of this case.

DATED this 25<sup>th</sup> day of October 2022.

/s/Caleena S. Braig

By: Caleena S. Braig  
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**ATTORNEYS FOR PLAINTIFF  
AT&T CORP.**